

MEMO TO: City Council

FROM: Rosemarie Ives, Mayor

DATE: January 18, 2005

SUBJECT: APPROVAL OF AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT BETWEEN KING COUNTY AND THE CITY OF REDMOND FOR DEVELOPMENT OF REDMOND WATERSHED TRAILS

I. RECOMMENDED ACTION:

Move to approve the amendment to the Interlocal Cooperation Agreement between King County and the City of Redmond addressing the maintenance, operation, and administration of the regional trail system and associated support services at the Watershed Preserve during the next five years, and authorize the Mayor to sign the amended agreement.

II. DEPARTMENT CONTACT PERSONS:

Danny Hopkins, Director of Parks and Recreations	556-2310
Gregory Byszeski, Manager of Park Operations	556-2327
Teresa Kluver, Supervisor of Park Operations	556-2355

III. DESCRIPTION

History

An Interlocal Cooperation Agreement between King County and The City of Redmond was executed in 1992 regarding the development of Redmond Watershed trails. Section 5 of this agreement addresses King County's financial obligation to support the maintenance, operation and administration of the trails and support system, the periodic review and renegotiation of the agreement every five years and the conditions that would terminate King County's obligations.

The original Interlocal Cooperation Agreement was amended in 2000 to address the years 2000 through 2004. This amendment allowed for:

- An annual payment from King County to the City of Redmond of \$20,000 to be paid for a five-year period, 2001-2004.
- The ability for King County to reduce the maintenance contribution should King County develop a new North-South or East-West regional connecting trail outside the Redmond Watershed Preserve property.

- The responsibility of Redmond to display the King County Parks logo on signage at regional trail and support facility sites.

Staff from the City of Redmond Park Operations and King County Park System began meeting in the fall of 2004 to discuss maintenance standards, costs and other considerations relative to the Interlocal Agreement and the Watershed Preserve. The proposed amendment maintains the above listed criteria for the years 2005-2009.

V. IMPACT:

A. Service Delivery

Approval of this amended agreement will extend the life of the Interlocal Agreement for another five (5) years, through 2009.

B. Fiscal

1. King County will pay \$20,000 per year to Redmond for the next five (5) years with the first payment arriving in 2005. The total amount to be provided by King County will be \$100,000.
2. Based on the city's maintenance costs for the past five (5) years, the \$20,000 per year from King County will cover the maintenance of the regional trails and support system to King County standards.

V. ALTERNATIVES

Council could choose to modify this amendment and direct staff to renegotiate with King County and return with a new, amended agreement for Council's consideration at a later date. This action would most certainly delay the County payments to the city for the operation and administration of the Watershed Preserve trail and support system.

VI. TIME CONSTRAINTS

Approval of this amendment is essential in funding the maintenance and operation of the recreational trails and support system in the Redmond Watershed Preserve.

VII. LIST OF ATTACHMENTS

- A. Interlocal Cooperation Agreement Amendment - 2005

/s/ Danny Hopkins, Director of Parks and Recreation

Date: 01/10/2005

Approved for Council Agenda /s/ Rosemarie Ives, Mayor

Date: 01/11/2005

ATTACHMENT A

SECOND AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT BETWEEN KING COUNTY AND THE CITY OF REDMOND FOR DEVELOPMENT OF REDMOND WATERSHED TRAILS

RECITALS

- A. On November 10, 1992, King County, a political subdivision of the State of Washington, and the City of Redmond ("Redmond") entered into an Interlocal Cooperation Agreement for Development of the Redmond Watershed Trails ("Agreement").
- B. The Agreement was previously amended for the years 2002 to 2005, to reflect the renegotiated annual King County contribution towards Redmond's cost to maintain the recreation trail and support system within the Redmond Watershed.
- C. Redmond and King County both wish to amend the existing Agreement and the first Amendment for the years 2005 to 2009, to reflect the renegotiated annual King County contribution towards Redmond's cost to maintain the Redmond Watershed trail and support system.

Redmond and King County each agree that the annual King County maintenance contribution shall be reduced should King County develop a new North-South or East-West regional connecting trail outside the Redmond Watershed Property.

- D. In order to recognize the above and in order to provide for the ongoing responsibilities of the parties with respect to the maintenance of other trails within the Redmond Watershed Property, Redmond and King County agree that subparagraphs 5(A) and (B) of the Agreement and the first Amendment to the Agreement should be modified as hereinafter provided.

NOW, THEREFORE,

THE CITY OF REDMOND AND KING COUNTY agree as follows:

1. Maintenance. Subparagraphs 5(A) and (B) of the Agreement and the first Amendment to the Agreement are hereby amended to read as follows:

5. Redmond's Obligation to Maintain, Operate and Administer

- A. King County Ordinance No. 9071 obligates King County to maintain, operate and administer the recreational trail and support system until such time as the Redmond Watershed Property has contiguous boundaries with Redmond or some other city. King County has requested that this obligation shall cease if ownership of the Redmond Watershed property is altered in any way. King County has also requested that Redmond assume the obligation to maintain, operate and administer the recreational trail and support system upon completion of construction. Redmond hereby agrees to these requests. King County's maintenance, operation, and administration obligations shall cease if ownership of the Redmond Watershed property is altered in any way. Redmond shall also assume sole responsibility for the maintenance, operation, and administration of the recreational trail and support system upon completion of construction. The parties agree that King County will pay Redmond the sum of Twenty Thousand Dollars (\$20,000) annually, for a five-year period, beginning in the year ~~2000~~ 2005. Payment will occur within the first quarter of each year according to the payment schedule below. In the future, if King County should relocate either the North-South or East-West regional connecting trails to a new location outside the Redmond Watershed Property, the annual payment amount shall be reduced. The reduction in the annual payment amount shall be proportional to the reduction in the number of trail miles within the Redmond Watershed Property serving as regional connecting trails in the King County Regional Trail System. The reduction in the annual payment amount shall be prorated to reflect the date that a new North-South or East-West regional connecting trail is opened to the public. The King County Parks logo shall be displayed on all signage at regional trail and support facility sites located within the Redmond Watershed Property.

Payment Schedule:

~~Year 2000 \$20,000 in first quarter of 2001~~
~~Year 2001 \$20,000 in first quarter of 2002~~
~~Year 2002 \$20,000 in first quarter of 2003~~
~~Year 2003 \$20,000 in first quarter of 2004~~
~~Year 2004 \$20,000 in first quarter of 2005~~

Year 2005 \$20,000 in first quarter of 2005

Year 2006 \$20,000 in first quarter of 2006

Year 2007 \$20,000 in first quarter of 2007

Year 2008 \$20,000 in first quarter of 2008

Year 2009 \$20,000 in first quarter of 2009

- B. Not later than ~~May 31, 2004~~ May 31, 2009, the parties shall meet to negotiate an agreement for Redmond's maintenance, operation and administration of the recreational trail and support system for a five (5) year period commencing ~~January 1, 2005~~ January 1, 2010 and ending ~~December 31, 2009~~ December 31, 2014. The agreement shall provide for King County's payment to Redmond of annual amounts to be used by Redmond for maintenance, operation, and administration of the trail and support system. In the event that the parties cannot reach agreement by ~~January 1, 2005~~ January 1, 2010, the parties shall submit the matter to binding arbitration as provided in this Paragraph. The matter shall be arbitrated by a panel of three (3) impartial arbitrators according to the rules of the American Arbitration Association. Each party shall select one member of the arbitration panel and the two arbitrators so chosen shall select the third member. Each member of the panel shall have expertise in park maintenance, administration and operation. The task of the arbitration panel shall be to determine the cost of maintaining, administering and operating the King County Regional Connecting trail and support systems constructed under the approved master plan to the standards then applicable to comparable trails and recreational uses in unincorporated King County for the period from ~~January 1, 2005~~ January 1, 2010 to ~~December 31, 2009~~ December 31, 2014. The decision of the arbitration panel shall be final and binding upon the parties and the amounts so determined shall be the amounts to be paid by King County to Redmond for the period indicated. Each party shall be solely responsible for compensation of the arbitrator selected by it, and the remaining costs of the arbitration, including, but not limited to, the compensation of the third arbitrator, shall be split equally between the parties.
2. Effect of Amendment. Except as expressly modified by this instrument, all terms and conditions of the Agreement and the first Amendment to the Agreement remain in full force and effect.

EXECUTED BY the City of Redmond this ____ day of _____, 2005.

CITY OF REDMOND

Rosemarie M. Ives, Mayor

ATTEST/AUTHENTICATED:

Bonnie Mattson, City Clerk

APPROVED AS TO FORM

James E. Haney, City Attorney

EXECUTED BY King County this _____ day of _____, 2005.

KING COUNTY

By: _____

Title: _____

APPROVED AS TO FORM:
OFFICE OF THE KING COUNTY
PROSECUTING ATTORNEY

By: _____

Title: _____

Attachments:

- A. Interlocal Cooperation Agreement – 1992
- B. Interlocal Cooperation Agreement Amendment - 2000